

WILMER, CUTLER & PICKERING

2445 M STREET, N. W.
WASHINGTON, D. C. 20037-1420

INTERNATIONAL TELEX: 440 239 WCPI UI
TELEX: 89-2402 WICRING WSH
TELEPHONE 202 663-6000

EUROPEAN OFFICE
4 CARLTON GARDENS
PALL MALL
LONDON, SW1Y 5AA, ENGLAND
TELEPHONE 011-441-839-4466
TELEX: 8813918 WCPLDN
TELCOPY: 839-3537
CABLE ADDRESS: WICRING LONDON

ALLEN H. HARRISON, JR.

DIRECT LINE (202)

663-6000

ICC OFFICE COPY
THE SECRETARY

FEB 2 11 45 AM '87

MOTOR OPERATING UNIT

February 2, 1987

RECORDATION NO. 10963-A

FEB 2 1987 12-00 PM

\$10.00 filing fee

Dear Ms. McGee: INTERSTATE COMMERCE COMMISSION

On behalf of Avec Equipment Corporation, Assignor, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, one enclosed executed counterpart and one enclosed certified true copy of a secondary document, not previously recorded, entitled Assignment Agreement dated August 13, 1982.

The parties to the said enclosed Assignment document are:

Avec Equipment Corporation - Assignor
Post Office Box 706
Galion, Ohio 44833

Solar Equity Corporation - Assignee
Post Office Box 706
Galion, Ohio 44833

The said Assignment document assigns the interests of Avec Equipment Corporation in that certain note (among five others) and related Assignment and Subordination document (among five others) to that Mortgage, Assignment and Security Agreement (among five others), recorded with the Interstate Commerce Commission October 30, 1979, under Recordation No. 10963, and the instant Assignment should be recorded under the next available letter under Recordation No. 10963.

Please cross-index this Assignment under Solar Equity Corporation, the assignee herein.

The rolling stock covered consists of the units under the aforesaid Mortgage, Assignment and Security Agreement.

No. FEB 2 1987
Date
Fee \$ 10.00

ICC, Washington, D. C.

7-033A021

Counterparts - A.H. Harrison

Under 10963-A

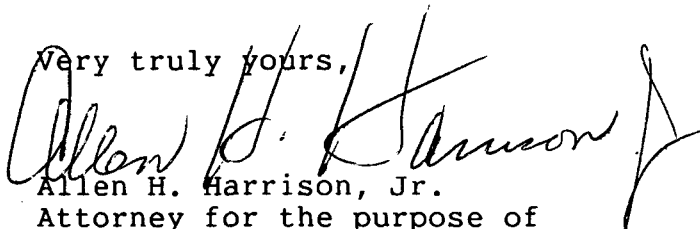
A short summary of the document to appear in the Index is as follows:

"Assignment by Avec to Solar Equity Corporation of its interest in notes and Assignment and Subordination document."

Enclosed is a check in the amount of ten dollars (\$10) in payment of the filing fee.

Once this filing has been made, please return to bearer the stamped counterpart of the certified true copy of the document, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Allen H. Harrison, Jr.", with a stylized flourish at the end.

Allen H. Harrison, Jr.
Attorney for the purpose of
this filing for Avec Equipment
Corporation

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

AHH/mtw

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

February 2, 1987

Allen H. Harrison, Jr.
2445 M. Street, n.w.
Washington, D. C. 20037-1420

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/2/87 at 12:00PM, and assigned re-recording number(s). 10962_B, 10962_F, 10963_A, 11239_A, 11778_A and 12016_A

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

RECORDATION NO. 10963-A Filed & Recorded
FEB 2 1987 12-00 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AGREEMENT

For and in consideration of Solar Equity Corporation executing the SUBORDINATION AGREEMENT in favor of Provident National Bank, of this date, as set forth in Exhibit A attached hereto, Avec Equipment Corporation hereby assigns to Solar Equity Corporation all of its interests, acquired concurrently this date, in the six (6) notes and the six (6) Assignment and Subordination Agreements as set forth in the Exhibits B, C, D, E, F, G attached hereto, in substitution of security for the note and mortgage in the face amount of Five Hundred Thirty Thousand Dollars (\$530,000.00) dated June 14, 1980 with Avec Equipment Corporation as the "Payor" and Solar Equity as the "Payee".

Dated August 13, 1982

SOLAR EQUITY CORPORATION

by Philip S. Hesby, Pres
Philip S. Hesby, President

AVEC EQUIPMENT CORPORATION

by Philip S. Hesby, Pres
Philip S. Hesby, President

State of Ohio:

County of Marion: SS

Personally appeared before me a Notary Public in and for said county and state came Philip S. Hesby as President of Solar Equity Corporation and Philip S. Hesby as President of Avec Equipment Corporation, known to me to be such, who executed the within document and acknowledges the same as his voluntary act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

KEEP
REC FILE COPY
10963-A

Stanley E. Casey
NOTARY PUBLIC

STANLEY E. CASEY, Notary Public
State of Ohio
My Commission Expires, August 29, 1987

EXHIBIT A

Subordination Agreement

For value received and intending to be legally bound, Solar Equity Corporation, an Ohio corporation ("Solar"), and an affiliate of Avec Equipment Corporation, an Ohio corporation ("Avec"), on behalf of itself and its assigns, covenants and agrees with Provident National Bank, a national banking association ("Provident") that so long as any principal of or interest on the Secured Promissory Note from Avec to Provident dated July 1, 1982, in the face amount of \$1,543,448.29 remains outstanding and unpaid, Solar will not exercise any right or remedy which it may have with respect to any or all of the boxcars identified on the attached Schedule 1 under or pursuant to a Mortgage, Assignment and Security Agreement dated June 14, 1980 between Solar, Avec and Philip S. Hesby ^{TRUSTEE} or under or pursuant to the \$530,000 Demand Promissory Note of Avec to Solar dated June 14, 1980 secured by said Mortgage, Assignment and Security Agreement.

PROVIDENT NATIONAL BANK

By *[Signature]* VPAugust 13, 1982, 1982

SOLAR EQUITY CORPORATION,

By *[Signature]* PresAugust 13, 1982, 1982

Schedule 1

AUGUSTA RAILROAD COMPANY

AUG	123000	AUG	123100	AUG	123163
	123001		123101		123164
	123002		123103		123165
	123003		123104		123166
	123004		123105		123167
	123010		123106		123168
	123011		123107		123170
	123012		123108		123171
	123013		123109		123172
	123014		123110		123173
	123015		123111		123175
	123017		123112		123176
	123018		123117		123177
	123019		123118		123178
	123020		123119		123179
	123021		123120		123180
	123022		123121		123500
	123023		123122		123501
	123025		123123		123502
	123026		123124		123503
	123027		123125		123504
	123028		123126		123505
	123031		123127		123506
	123036		123128		123507
	123037		123129		123508
	123038		123130		123509
	123039		123131		
	123041		123132		
	123052		123133		
	123060		123151		
	123068		123152		
	123070		123153		
	123072		123154		
	123084		123155		
	123085		123156		
	123086		123157		
	123087		123158		
	123089		123159		
	123094		123160		
	123096		123161		
	123097		123162		
	123098				

Assignment and Subordination

Provident National Bank ("Bank"), assigns all of its right, title and interest in this Mortgage, Assignment and Security Agreement ("Mortgage") dated December 17, 1979 to Avec Equipment Corporation, an Ohio corporation ("Avec") without recourse.

Provident National Bank

By R.C. [Signature]Dated: August 13, 1981

Assignment and Subordination

Provident National Bank ("Bank"), assigns all of its right, title and interest in this Mortgage, Assignment and Security Agreement ("Mortgage") dated January 9, 1982 to Avec Equipment Corporation, an Ohio corporation ("Avec") without recourse.

Provident National Bank

BY Dated: August 13, 1982

Assignment and Subordination

Provident National Bank ("Bank"), assigns all of its right, title and interest in this Mortgage, Assignment and Security Agreement ("Mortgage") dated October 26, 1979 to Avec Equipment Corporation, an Ohio corporation ("Avec") without recourse and, for value received and intending to be legally bound, Avec agrees on behalf of itself and any assignee of the Mortgage that no right or remedy available under the Mortgage shall be exercised against or with reference to boxcars YS 23772 or YS 23968 which are subject to said Mortgage so long as there remains unpaid any principal of or interest on a Secured Promissory Note dated July 1, 1982 from Avec to Bank in the amount of \$1,543,448.29 payable on or before June 30, 1989.

Avec Equipment Corporation

By July S. Hesby, PresDated: August 13 1982

Provident National Bank

By R.C. [Signature]Dated: August 13 1982

Assignment and Subordination

Provident National Bank ("Bank"), assigns all of its right, title and interest in this Mortgage, Assignment and Security Agreement ("Mortgage") dated November 28, 1979 to Avec Equipment Corporation, an Ohio corporation ("Avec") without recourse.

Provident National Bank

By Dated: August 13, 1982

Assignment and Subordination

Provident National Bank ("Bank"), assigns all of its right, title and interest in this Mortgage, Assignment and Security Agreement ("Mortgage") dated *February 15, 1980* to Avec Equipment Corporation, an Ohio corporation ("Avec") without recourse.

Provident National Bank

By

Dated:

R. C. Rhoads VP
August 13 1980

Assignment and Subordination

Provident National Bank ("Bank"), assigns all of its right, title and interest in this Mortgage, Assignment and Security Agreement ("Mortgage") dated June 23, 1980 to Avec Equipment Corporation, an Ohio corporation ("Avec") without recourse and, for value received and intending to be legally bound, Avec agrees on behalf of itself and any assignee of the Mortgage that no right or remedy available under the Mortgage shall be exercised against the Debtor (as defined in the Mortgage) or the assets secured by said Mortgage so long as there remains unpaid any principal of or interest on a Secured Promissory Note dated July 1, 1982 from Avec to Bank in the amount of \$1,543,448.29 payable on or before June 30, 1989.

Avec Equipment Corporation

By

July S. Hersh, Pres

Dated:

August 13 1982

Provident National Bank

By

RA Roth VP

Dated:

August 13 1982